

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Christopher M. Klein
Bankruptcy Judge
Sacramento, California

April 6, 2021 at 1:30 p.m.

ALL APPEARANCES MUST BE TELEPHONIC
(Please see the court's website for instructions.)

1.	<u>20-24912</u> -C-13	JAVIER CASTELLANOS AND	CONTINUED OBJECTION TO CLAIM OF
	<u>RJ-4</u>	ALEJANDRA ALCANTAR	U.S. BANK NATIONAL ASSOCIATION,
		Richard Jare	CLAIM NUMBER 15
			1-11-21 [<u>49</u>]

No Tentative Ruling:

The Objection has been set on Local Rule 3007-1(b) (1) procedure which requires 44 days' notice. The Proof of Service shows that 57 days' notice was provided. Dkt. 50.

The Objection to the Proof of Claim is XXXXXXXXXX

The debtors filed this Objection to Proof of Claim, No. 15, filed by U.S. Bank National Association seeking a determination that the asserted prepetition arrearage of \$14,111.78 is no longer owing because a loan modification incorporated that arrearage into the subordinate partial claim deed of trust.

The subordinate partial claim deed of trust (Dkt. 53) is a HUD loan executed October 27, 2020, and recorded November 3, 2020. The debtor's declaration (Dkt. 56) attests that the loan was a COVID-19 modification made to bring the debtors current.

However, the docket does not reflect that the debtors sought court authority to incur post-petition debt. Also, stay relief was not granted for the purpose of allowing a new lien to be recorded.

DISCUSSION

The parties requested a continuance at the prior hearing to investigate further whether a loan modification was executed.

At the hearing, the parties reported XXXXXXXXXXXXXXXXXX

The court shall issue a minute order substantially in the following form holding that:

April 6, 2021 at 1:30 p.m.

Page 1 of 27

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Objection to Claim filed in this case by the debtors having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Objection to Proof of Claim Number 15 of U.S. Bank National Association is **xxxxxxxxxx**

2. [19-21533](#)-C-13 ROGER/CARRIE WILLEMS
[KMM](#)-1 Gary Fraley

MOTION FOR RELIEF FROM
AUTOMATIC STAY
2-22-21 [[52](#)]

VW CREDIT LEASING, LTD. VS.

Final Ruling: No appearance at the April 6, 2021 hearing is required.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 43 days' notice was provided. Dkt. 57.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion for Relief from the Automatic Stay is granted.

VW Credit Leasing, Ltd. ("Movant"), filed this Motion seeking relief from the automatic stay as to the debtors' 2018 Volkswagen Tiguan (the "Property").

Movant argues cause for relief from stay exists pursuant to 11 U.S.C. § 362(d)(1) because the Property was only leased, said lease expired on November 25, 2020, and the debtors already surrendered the Property to the Movant.

DISCUSSION

Upon review of the record, the court finds cause for relief from stay exists pursuant to 11 U.S.C. § 362(d)(1) because the Property was only leased, said lease expired on November 25, 2020, and the debtors already surrendered the Property to the Movant.

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, and all other creditors having lien rights against the Property, to repossess, dispose of, or sell the asset pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, to obtain possession of the asset.

No other or additional relief is granted by the court.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the

Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by VW Credit Leasing, Ltd. ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and all other creditors having lien rights against the Property, under its security agreement, loan documents granting it a lien in the asset identified as a 2018 Volkswagen Tiguan ("Property"), and applicable nonbankruptcy law to obtain possession of, nonjudicially sell, and apply proceeds from the sale of the Property to the obligation secured thereby.

No other or additional relief is granted.

3. [17-22237](#)-C-13 KEVONNA BROWN
[PGM](#)-7 Peter Macaluso

MOTION FOR COMPENSATION FOR
PETER G. MACALUSO, DEBTORS
ATTORNEY(S)
2-28-21 [[129](#)]

Final Ruling: No appearance at the April 6, 2021 hearing is required.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 35 days' notice was provided. Dkt. 132.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion for Allowance of Professional Fees is granted.
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Peter G. Macaluso, the Attorney ("Applicant") for Kevonna Janae Brown, the Chapter 13 Debtor ("Client"), makes a Request for the Additional Allowance of Fees and Expenses in this case.

Applicant requests fees in the amount of \$2,088.75 for work performed between November 2020 and February 2021.

FEES REQUESTED

Applicant provides a task billing analysis and supporting evidence for the services provided, which are described in the following main categories.

Motion to Modify: Applicant spent 3.4 hours in this category.

Motion to Sell: Applicant spent 4.65 hours in this category.

The fees requested are computed by Applicant by multiplying the time expended providing the services multiplied by an hourly billing rate.

FEES ALLOWED

The unique facts surrounding the case, including the need to get a modified plan confirmed and sell the debtor's real property, raise substantial and unanticipated work for the benefit of the Estate, Debtor, and parties in interest. The court finds that the hourly rates are reasonable and that Applicant effectively used appropriate rates for the services provided. The request for additional fees in the amount of

\$2,088.75 are approved pursuant to 11 U.S.C. § 330 and authorized to be paid by the Chapter 13 Trustee from the available funds of the Plan in a manner consistent with the order of distribution in a Chapter 13 case under the confirmed Plan.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Allowance of Fees and Expenses filed by Peter G. Macaluso, Attorney having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that Peter G. Macaluso is allowed the following fees and expenses as a professional of the Estate:

Peter G. Macaluso, Professional Employed by Kevonna Janae Brown ("Debtor")

Fees in the amount of \$2,088.75,

as the final allowance of fees and expenses pursuant to 11 U.S.C. § 330 as counsel for Debtor.

IT IS FURTHER ORDERED that the Chapter 13 trustee is authorized to pay the fees allowed by this Order from the available Plan Funds in a manner consistent with the order of distribution in a Chapter 13 case.

Tentative Ruling:

The Objection has been set on Local Rule 9014-1(f)(2) notice which requires 14 days' notice. The Proof of Service shows that 57 days' notice was provided. Dkt. 41.

The Objection to Confirmation of Plan is XXXXXXX

The Chapter 13 Trustee, Russell Greer ("Trustee"), opposes confirmation of the Chapter 13 plan on the basis that:

1. The Meeting of Creditors was not concluded because debtor Sidney Moore failed to provide proof of his Social Security Number. The Meeting was continued to April 1, 2021.
2. The debtors' Disclosure of Compensation of Attorney for Debtor states that the agreed upon fee of \$4,000.00 does not include judicial lien avoidances and relief from stay actions, which is contradictory to the executed Rights and Responsibilities.
3. The debtors' plan relies on valuing the secured claim of Ally Financial, and no motion has been filed to value that claim.
4. The plan will take 60 months to repay the prepetition arrearage owed to Select Portfolio Servicing. The plan however contains a provision providing for attorney fees to be paid in full prior to distribution to Class 1 arrearages. This latter provision results in the plan term being over extended.
5. Paragraph 6.02(b) of Debtors' plan provides that "Debtor shall maintain insurance as required by any law or contract and Debtor shall provide evidence of that insurance as required by section 1326(a)(4)." The trustee requests that the debtors provide a copy of their liability and worker's compensation riders, if appropriate, for Moore Park Enterprises, Workflow Lounge, and Beyond the Village.

DISCUSSION

The trustee has raised numerous grounds for objection. At the hearing, debtors reported which grounds for objection have been addressed
XXXXXXXXXXXXXXXX

The majority of the trustee's grounds for opposition relate to the plan's feasibility.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Objection to the Chapter 13 Plan filed by the Chapter 13 Trustee, Russell Greer, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Objection is **xxxxxxx**

Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(2) notice which requires 14 days' notice. The Proof of Service shows that 15 days' notice was provided. Dkt. 16.

The Motion to Extend the Automatic Stay is denied.

The debtor Ronald Lee Colla ("Debtor") seeks to have the provisions of the automatic stay provided by 11 U.S.C. § 362(a) extended beyond thirty days in this case. This is Debtor's second bankruptcy petition pending in the past year. Debtor's prior bankruptcy case was dismissed on February 25, 2021, after Debtor fell delinquent in plan payments. Order, Bankr. E.D. Cal. No. 20-20817, Dkt. 86. Therefore, pursuant to 11 U.S.C. § 362(c)(3)(A), the provisions of the automatic stay end as to Debtor thirty days after filing of the petition.

APPLICABLE LAW

Upon motion of a party in interest and after notice and hearing, the court may order the provisions extended beyond thirty days if the filing of the subsequent petition was filed in good faith. 11 U.S.C. § 362(c)(3)(B). As this court has noted in other cases, Congress expressly provides in 11 U.S.C. § 362(c)(3)(A) that the automatic stay **terminates as to Debtor**, and nothing more. In 11 U.S.C. § 362(c)(4), Congress expressly provides that the automatic stay **never goes into effect in the bankruptcy case** when the conditions of that section are met. Congress clearly knows the difference between a debtor, the bankruptcy estate (for which there are separate express provisions under 11 U.S.C. § 362(a) to protect property of the bankruptcy estate) and the bankruptcy case. While terminated as to Debtor, the plain language of 11 U.S.C. § 362(c)(3) is limited to the automatic stay as to only Debtor. The subsequently filed case is presumed to be filed in bad faith if one or more of Debtor's cases was pending within the year preceding filing of the instant case. *Id.* § 362(c)(3)(C)(i)(I). The presumption of bad faith may be rebutted by clear and convincing evidence. *Id.* § 362(c)(3)(C).

In determining if good faith exists, the court considers the totality of the circumstances. *In re Elliot-Cook*, 357 B.R. 811, 814 (Bankr. N.D. Cal. 2006); see also Laura B. Bartell, *Staying the Serial Filer - Interpreting the New Exploding Stay Provisions of § 362(c)(3) of the Bankruptcy Code*, 82 Am. Bankr. L.J. 201, 209-10 (2008). An important indicator of good faith is a realistic prospect of success in the second case, contrary to the failure of the first case. See, e.g., *In re Jackola*, No. 11-01278, 2011 Bankr. LEXIS 2443, at *6 (Bankr. D. Haw. June 22, 2011) (citing *In re Elliott-Cook*, 357 B.R. 811, 815-16 (Bankr. N.D. Cal. 2006)). Courts consider many factors—including those used to determine good faith under §§ 1307(c) and 1325(a)—but the two basic issues to determine good faith under § 362(c)(3) are:

- A. Why was the previous plan filed?
- B. What has changed so that the present plan is likely to succeed?

In re Elliot-Cook, 357 B.R. at 814-15.

DISCUSSION

Here, the debtor argues good cause exists to grant the Motion because extension of the stay is necessary to protect the debtor's assets. The debtor also represents that his circumstances have changed because he surrendered his 2018 Ford and Car Hauler, resulting in a lower payment.

Despite the debtor's representation that his payment has lowered and will make it easier to maintain payments, a review of Schedule J in this case shows that expenses have increased since the prior case was dismissed. Dkt. 1; Schedule I & J, Bankr. E.D. Cal. No. 20-20817, Dkt. 51.

Income in the prior case was \$5,021.00 and expenses \$3,121.00, leaving \$1,900.00 a month. In this case income is \$4,534.00 and expenses are \$4,034.00, leaving only \$500.00.

While the debtor surrendered his 2018 Ford F350, which required a \$891.51 monthly payment, the debtor now has less disposable income to play with than in the prior case. There is little evidence to show the debtor will be able to maintain plan payments in this case.

The debtor has not rebutted the presumption of bad faith under the facts of this case and the prior case for the court to extend the automatic stay. Therefore, the Motion is denied.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Extend the Automatic Stay filed by Ronald Lee Colla having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is denied.

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 53 days' notice was provided. Dkt. 46.

The Motion to Refinance is ~~XXXXXX~~

The debtors, Richard Anthony Dimes-Williams and Crystal Lopez-Williams, filed this Motion seeking authority to refinance the loan secured by the debtor's primary residence 9301 Laguna Pointe Way, Elk Grove, CA.

The new loan is in the principal amount of \$214,553.00 to be repaid at 2.375 percent interest over 25 years. The monthly payment would be \$1,423.00.

The creditor holding the 1st DOT proposed to be refinanced is Quicken Loans, LLC fka Quicken Loans Inc. ("Creditor"), who filed an Opposition on February 23, 2021, Dkt. 47. The Creditor opposes the Motion on the basis that the debtors are not actually eligible for the proposed refinancing.

Exhibit D filed by the debtors is a "Loan Estimate" from the Creditor, Dkt. 45. The Creditor points out the estimate states:

"Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan."

The Creditor represents that the debtors are not qualified for the refinancing because they are in an active Chapter 13 case.

DISCUSSION

The parties requested a continuance at the prior hearing to ascertain whether a refinancing agreement was executed.

At the hearing, the parties reported ~~XXXXXXXXXXXXXXXXXX~~

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Refinance filed by the debtors Richard Anthony Dimes-Williams and Crystal Lopez-Williams having

been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is **xxxxxxxxxx**

Final Ruling: No appearance at the April 6, 2021 hearing is required.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 53 days' notice was provided. Dkt. 23.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion to Confirm is granted.
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The debtors filed this Motion seeking to confirm the First Amended Chapter 13 Plan (Dkt. 21) filed on February 12, 2021.

No opposition to the Motion has been filed.

Upon review of the record, the court finds the plan complies with 11 U.S.C. §§ 1322 and 1325(a). The Motion is granted, and the plan is confirmed.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Confirm filed by the debtors, Leroy Jack Lambert and Theresa Ann Lambert, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is granted, the debtor's Amended Chapter 13 Plan filed on February 12, 2021 (Dkt. 21) meets the requirements of 11 U.S.C. §§ 1322 and 1325(a), and the plan is confirmed. Debtor's counsel shall prepare an appropriate order confirming the Chapter 13 Plan, transmit the proposed order to the Chapter 13 Trustee for approval as to form, and if so approved, the trustee will submit the proposed order to the court.

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 42 days' notice was provided. Dkt. 24.

The Motion to Modify is XXXXXXX

The debtor filed this Motion seeking to confirm the First Modified Chapter 13 Plan (Dkt. 22) filed on February 23, 2021.

The trustee filed an Opposition (Dkt. 25) on March 15, 2021, opposing confirmation because the debtor has a voluntary retirement plan contribution of \$465.00 a month.

The debtor filed a Reply, and then Supplemental Reply, agreeing to remove the voluntary contributions, Dkts. 28, 30. The debtor proposes increasing the plan payment by \$200 a month beginning April 2021 in the order confirming plan, an amount that reflects increased taxes from the increased income.

At the hearing, XXXXXXXXXXXXXXXXXX

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Modify filed by the debtor, Jonathan Joseph Hiltner, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is XXXXXXXXXX

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 40 days' notice was provided. Dkt. 59.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion for Entry of Hardship Discharge is ~~XXXXXX~~.

The debtor Shea' Yvonne Easiley ("Debtor") moves for entry of a hardship discharge because she has medical issues and can no longer work. Debtor argues she is entitled to a hardship discharge because:

1. The Debtor's medical condition and resulting financial condition is a circumstance for which the Debtor should not be justly held accountable to.
2. The value, as of the effective date of the plan, of property actually distributed under the plan on account of each allowed unsecured claim is not less than the amount that would have been paid if the estate of the Debtor had been liquidated under Chapter 7.
3. Modification of the Debtor's plan under §1329 is not practicable given that the Debtor has no income to make the plan payments.

APPLICABLE LAW

Section 1328(b) of the Bankruptcy Code states:

Subject to subsection (d), at any time after the confirmation of the plan and after notice and a hearing, the court may grant a discharge to a debtor that has not completed payments under the plan only if-

(1) the debtor's failure to complete such payments is due to circumstances for which the debtor should not justly be held accountable;

(2) the value, as of the effective date of the plan,

of property actually distributed under the plan on account of each allowed unsecured claim is not less than the amount that would have been paid on such claim if the estate of the debtor had been liquidated under chapter 7 of this title on such date; and

(3) modification of the plan under section 1329 of this title is not practicable.

DISCUSSION

Debtor explains that she has no income due to medical issues, but it is not clear what the medical issues are and whether they are likely to persist. Debtor also reports she was denied unemployment, pandemic unemployment, and social security disability, but does not explain why.

At the hearing, **xxxxxxxxxxxxxx**

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Hardship Discharge filed by Shea' Yvonne Easiley ("Debtor") having been presented to the court, the case having been previously dismissed, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is **xxxxxxxxxx**

Final Ruling: No appearance at the April 6, 2021 hearing is required.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 28 days' notice was provided. Dkt. 96.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion for Entry of Hardship Discharge is granted.

Leslie Stanton, successor in interest of the deceased debtor John Luverne Stanton ("Movant"), moves for entry of a hardship discharge because the debtor passed away on August 4, 2020. Movant argues there is no income to fund a future plan because the debtor is deceased, and that there were \$0 in non-exempt assets meaning creditors would not receive anything more in a Chapter 7 case.

APPLICABLE LAW

Section 1328(b) of the Bankruptcy Code states:

Subject to subsection (d), at any time after the confirmation of the plan and after notice and a hearing, the court may grant a discharge to a debtor that has not completed payments under the plan only if-

(1) the debtor's failure to complete such payments is due to circumstances for which the debtor should not justly be held accountable;

(2) the value, as of the effective date of the plan, of property actually distributed under the plan on account of each allowed unsecured claim is not less than the amount that would have been paid on such claim if the estate of the debtor had been liquidated under chapter 7 of this title on such date; and

(3) modification of the plan under section 1329 of this title is not practicable.

DISCUSSION

The Movant has demonstrated to the court that the elements of 11 U.S.C. § 1328(b) have been met. The Motion is granted, and a hardship discharge under 11 U.S.C. § 1328(b) is entered for Debtor in this case.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Hardship Discharge filed by Leslie Stanton, successor in interest of the deceased debtor John Luverne Stanton having been presented to the court, the case having been previously dismissed, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is granted, and the court shall enter a "hardship" discharge pursuant to 11 U.S.C. § 1328(b) for John Luverne Stanton in this case based on the Plan as performed as of the April 6, 2021, hearing date on this Motion.

Thru #12

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 46 days' notice was provided. Dkt. 111.

The Motion to Modify Plan is XXXXXXXXXX

The debtors filed this Motion seeking to confirm the First Modified Chapter 13 Plan (Dkt. 110) filed on January 8, 2021.

The trustee filed an Opposition (Dkt. 115) on February 3, 2021, opposing confirmation on the following grounds:

1. The plan mathematically requires a payment of \$1,459.00 from January 2021 through January 2025, which is higher than the proposed \$1,300 payment.
2. The plan relies on the debtors completing their trial loan modification and obtaining approval of the permanent loan modification.
3. The plan by its terms is a 62 month period, which contradicts section 2.03's 60 month limitation.
4. The monthly dividend for the Class 2 claim of Prestige Financial Services must be \$555.57, which is higher than the proposed \$456.17 dividend.
5. The monthly dividend for the Class 2 claim of County of Sacramento Utilities must be \$92.03, which is higher than the proposed \$30.47 dividend.
6. Debtors' plan no longer provides for creditor Heritage Community Credit Union's secured claim because the collateral was totaled. The trustee is unsure whether the insurance proceeds have been applied to that creditor's claim.

DISCUSSION

The Motion was continued to allow it to be heard alongside the debtors' Motion seeking approval of a loan modification.

At the hearing, XXXXXXXXXXXXXXXXXX

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Confirm filed by the debtors, Vikash Singh and Sanjani Singh, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is **xxxxxxxxxxxx**

12. [20-20473](#)-C-13 VIKASH/SANJANI SINGH
[FF-5](#) Gary Fraley

MOTION TO APPROVE LOAN
MODIFICATION
3-4-21 [[123](#)]

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 33 days' notice was provided. Dkt. 128.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion to Approve Loan Modification is xxxxxx.

The debtors Vikash Singh and Sanjani Singh filed this Motion seeking approval of a loan modification with Midland Mortgage.

The proposed modified loan would be in the principal amount of \$339,114.40 paid at 3% interest. The debtors' monthly payment would be reduced from \$3,331.47 to \$2,693.43.

The new modified loan would also include a subordinated \$44,908.86 HUD partial claim. Dkt. 127.

DISCUSSION

A review of the loan modification offer shows that it is contingent on the debtors making 3 trial loan modification payments, Dkt. 126 at p. 4. The first payment is due April 1, 2021, meaning there are at least two payments the debtors need to make before the loan is permanently modified.

At the hearing, xxxxxxxxxxxxxxxx

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Approve Loan Modification filed by the debtors Vikash Singh and Sanjani Singh having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is xxxxxx

13. [20-25692](#)-C-13 TINA AGUILERA
[JHK](#)-1 Peter Macaluso

MOTION FOR RELIEF FROM
AUTOMATIC STAY
3-8-21 [[24](#)]

SANTANDER CONSUMER USA INC.
VS.

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 29 days' notice was provided. Dkt. 30.

The Motion for Relief from the Automatic Stay is xxxxxx.

Santander Consumer USA Inc., dba Chrysler Capital ("Movant") filed this Motion seeking relief from the automatic stay as to the debtor's 2016 Dodge Dart (the "Property")

Movant argues cause for relief from stay exists pursuant to 11 U.S.C. § 362(d)(1) because the debtor voluntarily surrendered the Property on January 29, 2021, Dkt. 27.

TRUSTEE'S RESPONSE

The trustee filed a Response on March 16, 2021, Dkt. 31. The trustee notes that the proposed Chapter 13 plan provides for Movant's claim as a Class 2b, a Motion to Value Movant's secured claim is set for March 2021 hearing, and that the trustee has disbursed \$280 to Movant pursuant to the plan terms.

DISCUSSION

Movant's sole ground for relief from stay is that the Property was surrendered.

However, it appears that if the debtor had an intent to satisfy Movant's claim with the surrender of the collateral, that plan has changed. The proposed Chapter 13 plan has Movant's claim paid through the plan, with the secured claim total determined by the value of the collateral. The debtor filed a Motion to Value (Dkt. 19) nearly a month after surrendering the vehicle.

At the hearing, xxxxxxxxxxxxxxxx

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed

by Santander Consumer USA Inc., dba Chrysler Capital ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED the Motion is **xxxxxxxxxxxx**

14. [21-20094](#)-C-13 MARK PARDO AND KATHLEEN MOTION TO CONFIRM PLAN
[PLC](#)-4 RAPISURA-PARDO 2-24-21 [[29](#)]
Peter Cianchetta

Final Ruling: No appearance at the April 6, 2021 hearing is required.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 41 days' notice was provided. Dkt. 33.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion to Confirm is granted.

The debtors filed this Motion seeking to confirm the Amended Chapter 13 Plan (Dkt. 30) filed on February 24, 2021.

No opposition to the Motion has been filed.

Upon review of the record, the court finds the plan complies with 11 U.S.C. §§ 1322 and 1325(a). The Motion is granted, and the plan is confirmed.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Confirm filed by the debtors, Mark Angel Anthony Pardo and Kathleen Ortiz Rapisura-Pardo, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is granted, the debtors' Amended Chapter 13 Plan filed on February 24, 2021 (Dkt. 30) meets the requirements of 11 U.S.C. §§ 1322 and 1325(a), and the plan is confirmed. Debtor's counsel shall prepare an appropriate order confirming the Chapter 13 Plan, transmit the proposed order to the Chapter 13 Trustee for approval as to form, and if so approved, the trustee will submit the proposed order to the court.

Thru #16

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 48 days' notice was provided. Dkt. 78.

The Motion to Confirm is XXXXXXXX

The debtor filed this Motion seeking to confirm the First Amended Chapter 13 Plan (Dkt. 76) filed on February 3, 2021.

The trustee filed an Opposition (Dkt. 86) on February 22, 2021, opposing confirmation on the following grounds:

1. The 341 Meeting of Creditors has not been concluded.
2. Debtor is \$115.00 delinquent in plan payments.
3. Debtor's plan proposes a 100% dividend to general unsecured claims in the total amount of \$2,569.17 (DN 76 Page 5) A review of the claims filed in debtor's case on Pacer indicate total unsecured claims filed in the amount of \$12,746.37. Trustee estimates a plan payment of \$300.00 a month for 60 months is required to fund a 100% plan based on claims filed to date.

The debtor filed a Reply on March 15, 2021, stating only that the debtor agrees the increased plan payment is necessary, which can be addressed in the order confirming the plan.

DISCUSSION

At the prior hearing the parties agreed to a continuance so the debtor could determine what increased plan payment would make the plan feasible. However, the debtor has since filed a Motion seeking to sell her real property and pay off all claims in full.

At the hearing, xxxxxxxxxxxxxxxx

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Confirm filed by the debtor, Esther

Vasquez, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is **xxxxxxxxxxxx**

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(2) notice which for this type of Motion requires 21 days' notice. Fed. R. Bankr. P. 2002(a)(2). The Proof of Service shows that 14 days' notice was provided. Dkt. 96.

Therefore, insufficient notice was provided.

The Motion to Sell is ~~xxxxxx~~.

The debtor Esther Vasquez filed this Motion pursuant to 11 U.S.C. §§ 363 and 1303 seeking to sell property commonly known as 3862 Wrigley Circle, North Highlands, California ("Property").

The proposed purchasers of the Property are Christopher Rhynes and Samantha Rhynes. The proposed sale price is \$350,000, and the debtor seeks approval of a 6% commission for the real estate agents.

DISCUSSION

At the time of the hearing, the court announced the proposed sale and requested that all other persons interested in submitting overbids present them in open court. At the hearing, the following overbids were presented in open court: ~~xxxxxxxxxxxxxxxxxx~~.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Sell Property filed by Esther Vasquez, ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that Motion is ~~xxxxxxxxxx~~